

AGREEMENT BETWEEN
WASHINGTON STATE COUNCIL OF
COUNTY AND CITY EMPLOYEES, LOCAL 1652-M
AND
KING COUNTY
2007-2009

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ARTICLE 1: RECOGNITION

Section 1.1. This Agreement is between King County (herein after called the County) and the Washington State Council of County and City Employees, Local 1652-M (hereinafter called the Union) for the purpose of setting forth the mutual understanding of the parties as to wages, hours, and other conditions of employment of those employees for whom the County has recognized the Union as the exclusive collective bargaining representative.

Section 1.2. The County recognizes the Union as the exclusive bargaining representative for all probationary, regular full-time, regular part-time, temporary and term-limited temporary employees as defined in the King County Personnel Guidelines whose job classifications are listed in Addendum A of this Agreement and who are employed in the Dislocated Worker Program in the Community Services Division of the Department of Community and Human Services.

Section 1.3. The County agrees to provide the Union with a copy of the specifications for any proposed new job classification for work performed by members of the bargaining unit. If the County and the Union are unable to agree whether such new classification should be included within the bargaining unit, the matter will be submitted to the Public Employment Relations Commission for a decision.

ARTICLE 2: MEMBERSHIP AND DUES

Section 2.1. The County agrees to deduct from the paycheck of each employee, who has so authorized it, the regular monthly dues or service fee to the Union. The amount deducted shall be transmitted monthly to the Union on behalf of the employees involved. Authorization by the employee shall be on a form approved by the parties to this Agreement and may be revoked by the employee upon sixty (60) days written notice to the County with a copy to the Union.

Section 2.1.1. The Union will indemnify, defend and hold the County harmless against any claims made and against any suit instituted against the County on account of any dues deduction for the Union. The Union agrees to refund to the employee any amounts paid to him/her in error on account of the dues deduction provision upon presentation of proper evidence thereof.

Section 2.2. It shall be a condition of employment that each employee covered by this Agreement who is or who becomes a member of the Union shall remain a member of same during the term of this Agreement.

Section 2.3. It shall also be a condition of employment that each employee currently covered by this Agreement who is not a member of the Union shall within thirty (30) days of the signing of this Agreement either join the Union or contribute a service fee equivalent to the regular monthly dues of the Union to the Union; and any employee hired or permanently assigned into the bargaining unit covered by this Agreement shall on or before the thirtieth (30th) day following the beginning of such employment either join the Union or contribute a service fee equivalent to the regular monthly dues of the Union to the Union.

Section 2.3.1. In accordance with RCW 41.56.122, employees covered by this Agreement who are forbidden from joining a Union by bona fide religious beliefs, or tenets or teachings of a church or religious body, shall contribute an amount equivalent to regular Union dues and initiation fees to a non religious charity or to another charitable organization mutually agreed upon by the employee affected and the Union.

Section 2.3.2. When an employee fails to fulfill the above obligation, the Union shall provide the employee and the County with thirty (30) days notification of the Union's intent to request the County to initiate discharge action and during this period the employee may make restitution in the

1 amount which is overdue. If an employee has not fulfilled the Union security obligation as described
2 in Article 2, Sections 2.2, 2.3 or 2.3.1 by the end of the applicable discharge notification period, the
3 Union shall thereafter notify the County in writing, with a copy to the affected employee, of such
4 employee's failure to abide by Article 2, Sections 2.2, 2.3 or 2.3.1. In this notice the Union shall
5 specifically request discharge of the employee for failure to abide by the terms of the Labor
6 Agreement between the County and the Union. Upon receipt of the Union's written request, the
7 County shall immediately discharge said employee in accordance with this Article. The Union
8 agrees to indemnify and hold the County harmless from any and all liabilities resulting from the
9 County's discharge of any employee pursuant to this Article.

10 **Section 2.3.3.** The County agrees to deduct from the paycheck of each employee who has so
11 authorized a payment to the Union political action fund (PEOPLE). Authorization shall be on a form
12 approved by the County. The Union agrees to indemnify, defend, and hold the County harmless
13 against any liabilities resulting from deduction of payments to PEOPLE fund.

14 **Section 2.4.** The following types of employees are covered under this Agreement:

15 **A. Full-Time Regular Employee:** An employee who is appointed to a budgeted
16 career service position to work in other than a temporary status for forty (40) hours per week, and is
17 not serving a probationary period.

18 **B. Part-Time Regular Employee:** An employee who is appointed to a budgeted
19 career service position to work on other than a temporary status for at least twenty (20) hours but less
20 than forty (40) hours per week, and is not serving a probationary period.

21 **C. Temporary Employee:** An employee hired when additional work requires a
22 temporarily augmented work force, or in the event of an emergency, or to fill in for the absence of a
23 regular employee, or to fill a vacancy in a regular career service position for a short period while said
24 position is waiting to be filled by a regular employee, and works less than 1040 hours in a calendar
25 year.

26 **D. Term-Limited Temporary Employee:** A temporary employee who is employed
27 in a term-limited temporary position with work related to a specific grant, capital improvement
28 project, information systems technology project, or other non-routine, substantial body of work, or

1 placed in a regular position to back fill during a career service employee's absence such as extended
2 leave or assignment to a time-limited project, for a period greater than six months. Term-limited
3 temporary employees are not members of the career service, and may not be employed in term-
4 limited temporary positions longer than three years from the date of hire unless extended for up to
5 five years as provided in the King County Code.

6 **E. Probationary Employee:** An employee appointed to a regular career service
7 position who is serving a probationary period as provided in Article 17 of this Agreement.

8 **F. Provisional Employee:** An employee appointed to a regular career service
9 position in the absence of a list of certified candidates. Provisional appointments are limited to six
10 months. Provisional employees are considered to be temporary employees.

11 **Section 2.5.** Temporary employees shall be paid for all hours worked at the first pay step of
12 the hourly rate of pay set forth in Addendum A covering the classification of work in which he/she is
13 employed. Any exception must be approved in writing by the appropriate County management
14 official, with notice to the Union.

15 **Section 2.6.** The Employer shall not use temporary or term-limited temporary employees to
16 supplant regular career service positions in the bargaining unit.

ARTICLE 3: RIGHTS OF MANAGEMENT

Section 3.1. The right to hire, promote, discipline and discharge for cause, improve efficiency, determine the work schedules and location of County headquarters are examples of management prerogatives. It is also understood that the County retains its right to manage and operate its business, at its discretion, except as may be limited by an express provision of this Agreement.

Section 3.2. Delivery of public services in the most efficient, effective and courteous manner is of paramount importance to the County and, employees covered by this Agreement. In order to achieve this goal, the parties hereby recognize the County's right to determine the methods, processes, and means of providing public services, including the introduction of any and all new, improved or automated methods of equipment, the assignment of employees to specific jobs, the determination of job content and/or job duties and the combination or consolidation of jobs.

Section 3.3. There will be no discipline of a non-probationary career service employee except for just cause. Where appropriate the County will apply the principle of progressive discipline. Disciplinary actions are: oral or written reprimand, suspension without pay, demotion, reduction in pay, and discharge. The primary objective of any disciplinary action shall be to improve the performance, increase efficiency, or correct the behavior of the employee, and the action taken will depend on the nature and severity of the offense. Oral warnings, coaching or counseling sessions are non-disciplinary communications, and as such are not grievable.

Section 3.4. Temporary and term-limited temporary employees are employed at will; however, the County acknowledges that it may often be appropriate to address minor infractions and performance deficiencies with corrective actions rather than dismissal.

Section 3.5. The County may implement a bi-weekly payroll period for employees represented by the Union. If the County decides to implement a bi-weekly payroll, the County agrees to provide reasonable advance notice and an opportunity to bargain the effects of such implementation.

ARTICLE 4: NON-DISCRIMINATION

Section 4.1. The County and the Union agree that all terms and conditions of employment included in the Agreement shall be administered and applied in a manner that is nondiscriminatory under federal or state law or County ordinance, which prohibit discrimination on the basis of one or all of the following: race, color, age, sex, marital status, sexual orientation, political ideology, creed, religion, ancestry, national origin, or disability. Disputes under this article shall be pursued through appropriate equal employment opportunity agencies of the federal, state, or county government rather than through the contract grievance procedure.

ARTICLE 5: LABOR MANAGEMENT COMMITTEE

Section 5.1. The County and the Union agree to establish a Labor-Management Committee. The purpose of this Committee is to deal with matters of general concern to the Union and the County, as opposed to an individual complaint affecting an individual employee; provided, however, it is understood that the Labor-Management Committee shall function in a consultative capacity. Either the Union or the County may initiate discussion of any subject of a general nature affecting employees covered by this Agreement. The Union shall be entitled to appoint up to three members of the bargaining unit as Labor-Management Committee representatives, and a staff representative of the Union. The County's representatives shall include a representative from Human Resources Division, Labor Relations, and up to three additional members designated by the Community Services Division Director, Department of Community and Human Services.

Section 5.2. The Labor-Management Committee shall meet at least quarterly, or more frequently by agreement of the County and Union. The Committee may adopt ground rules to govern its operations.

ARTICLE 6: GRIEVANCE PROCEDURE

Section 6.1. For the purposes of this Agreement the term “grievance” means an alleged violation of any of the express terms of this Agreement.

Section 6.1.1. Every effort will be made to resolve a dispute between an employee and the County at the lowest possible level of supervision prior to the filing of a grievance.

Section 6.1.2. Employees will be unimpeded and free from restraint, interference, coercion, discrimination, or reprisal in seeking adjudication of their grievance; provided, however, under no circumstances shall employees interfere with orders of, or directions from the County, except where an obvious safety hazard or legal violation exists.

Section 6.2. A grievance in the interest of a group of the employees in the bargaining unit shall be reduced to writing by the Union and may be introduced at Step 2 of the grievance procedure and be processed within the time limits set forth herein. Grievances shall be filed at the step in which there is authority to adjudicate such grievance. A grievance of a suspension, demotion, reduction of pay or discharge for cause shall be initiated at Step 3 of this procedure.

Section 6.3. If at any step in the grievance procedure, management’s answer in writing is unsatisfactory, the Union’s reason for non-acceptance must be presented in writing.

Section 6.4. Any time limits for the grievance procedure may be extended for stated periods of time by the appropriate parties by mutual agreement in writing, with copies to the Union and the County’s Labor Relations Manager or designee.

Section 6.5. Failure by an employee or the Union to comply with any time limitation of the procedure in this Article shall constitute withdrawal of the grievance; provided, however, any time limits stipulated in the grievance procedure may be extended for stated periods of time by the Union official or designee and Management by mutual agreement in writing. Failure by the County to comply with any time limitation of the procedure in this Article shall allow the Union to proceed to the next step without waiting for the County to reply at the previous step, except that employees may not process a grievance beyond Step 3.

Section 6.6. Arbitration awards or grievance settlements shall not be made retroactive beyond the date of the occurrence or nonoccurrence upon which the grievance is based, that date

1 being thirty (30) calendar days or less prior to the initial filing of the grievance.

2 **Section 6.7.** A grievance shall be processed in accordance with the following procedure:

3 **Step 1.** - An employee shall first discuss an issue believed to be a grievance with
4 his/her supervisor within thirty (30) calendar days of the alleged violation. A supervisor may request
5 a meeting to discuss the grievance further or investigate the matter and respond verbally or in writing
6 within fifteen (15) calendar days after the employee submits the grievance. It shall be the intent that
7 grievances shall be resolved at this stage promptly.

8 **Step 2.** - If the grievance is not resolved as provided in Step 1, it shall be reduced to
9 written form that shall include identification of the Sections(s) of the Agreement allegedly violated,
10 the violation, and the remedy sought. The Union President or designee shall forward the written
11 grievance to the Division Director with a copy to the supervisor within fifteen (15) calendar days of
12 the Step 1 response. The Division Director or designee shall either respond to the grievance in
13 writing within fifteen (15) calendar days and/or convene a meeting within fifteen (15) calendar days
14 if, mutually agreeable between the Union official and Management. The Division Director or
15 designee shall give a written response to the Union within fifteen (15) calendar days after the contract
16 grievance meeting.

17 **Step 3.** - If the grievance is not resolved as provided in Step 2 above, or if the
18 grievance is initially submitted at Step 3 pursuant to Section 6.2 above, the written grievance defined
19 in the same manner as provided in Step 2 shall be forwarded within fifteen (15) calendar days after
20 the Step 2 response to the Director of the Human Resources Division or designee, with a copy to the
21 appropriate department manager. The Human Resources Director or his/her designee shall
22 investigate the alleged grievance and, if deemed appropriate, he/she shall contact the Union within
23 fifteen (15) calendar days to convene a meeting between the Union official or designee and
24 Management at a mutually acceptable date. He/she shall thereafter make a decision in writing fifteen
25 (15) calendar days after receipt of the grievance or the meeting between the parties.

26 **Step 4.** - If the grievance is not resolved as provided in Step 3 above, the Union may
27 refer the grievance to arbitration, except that disciplinary actions (as set forth in Section 2 above)
28 against other than non-probationary career service employees shall not be subject to arbitration.

1 If arbitration is pursued, the Union must notify the County's Labor Relations Manager or
2 designee of the referral to arbitration within thirty (30) calendar days after the County's response or
3 failure to respond in Step 3. The notice shall include the following information: identification of
4 Section(s) of Agreement allegedly violated; nature of alleged violation; question(s) which the
5 arbitrator is being asked to decide; and remedy sought. The Union and County may agree on an
6 arbitrator, or, if unable to agree, the parties will request an arbitrator from the Washington State
7 Public Employment Relations Commission (PERC) the American Arbitration Association (AAA), or
8 the Federal Mediation and Conciliation Service (FMCS).

9 Prior to submitting a grievance to arbitration, the parties may agree to request the assistance
10 of a mutually acceptable, third party to act as mediator. The mediator will serve as a neutral
11 facilitator to assist the parties in a resolution of the grievance, and will have no authority to impose a
12 resolution on the Union or the County. If mediation is not successful, either party may pursue
13 arbitration as provided above, within thirty (30) calendar days after mediation is concluded.
14 Mediation concludes on the date the mediator and/or one of the parties declares an impasse.

15 **Section 6.8.** The parties shall abide by the award made in connection with any arbitrable
16 difference. There shall be no suspension of work, slowdown, or curtailment of services while any
17 difference is in process of adjustment or arbitration.

18 **Section 6.9.** In connection with any arbitration proceeding held pursuant to this Agreement,
19 it is understood as follows:

20 1. The arbitrator shall have no power to render a decision that will add to, subtract
21 from or alter, change, or modify the terms of this Agreement, and his/her power shall be limited to
22 interpretation or application of the express terms of this Agreement, and all other matters shall be
23 excluded from arbitration.

24 2. The decision of the arbitrator shall be final, conclusive and binding upon the
25 County, the Union, and the employees involved.

26 3. The cost of the arbitrator shall be borne equally by the County and the Union, and
27 each party shall bear the cost of presenting its own case. Regardless of the outcome of the
28 arbitration, each party shall bear the costs of its own legal representation.

1 4. The arbitrator's decision shall be made in writing and every effort shall be made to
2 issue that decision to the parties within thirty (30) calendar days after the case is submitted to the
3 arbitrator.

1 **ARTICLE 7: WORK STOPPAGE**

2 **Section 7.1.** The County and the Union agree that the public interest requires the efficient
3 and uninterrupted performance of all County services, and to this end pledge their best efforts to
4 avoid or eliminate any conduct contrary to this objective. During the term of this Agreement, the
5 Union and/or the employees covered by this Agreement shall not cause or engage in any work
6 stoppage, strike, slowdown or other interference with County functions.

7 **Section 7.2.** If the County disciplines an employee pursuant to this Article and there is a
8 disagreement between the Union and the County as to whether or not the employee did in fact engage
9 in the activities prohibited under Section 7.1 above, the Union may initiate a grievance regarding said
10 disagreement at Step 3 of the grievance procedure enumerated in Article 6 of this Agreement.

11 **Section 7.3.** Prior to disciplining an employee pursuant to this Article, the County shall
12 notify the Union of such action in writing.

ARTICLE 8: CLASSIFICATIONS AND RATES OF PAY

Section 8.1. The classifications of employees covered under this Agreement and the corresponding rates of pay are set forth in Addendum A, which is attached hereto and made a part of this Agreement.

Section 8.2. Effective January 1, 2007, the salary in effect on December 31, 2006, for each employee in the bargaining unit shall be increased by ninety percent (90%) of the CPI-W (September to September) for All U.S. Cities. In no event shall such increase be less than a minimum of two percent (2%) nor greater than a maximum of six percent (6%).

Section 8.3. Effective January 1, 2008, the salary in effect on December 31, 2007, for each employee in the bargaining unit shall be increased by ninety percent (90%) of the CPI-W (September to September) for All U.S. Cities. In no event shall such increase be less than a minimum of two percent (2%) nor greater than a maximum of six percent (6%).

Section 8.4. Effective January 1, 2009, the salary in effect on December 31, 2008, for each employee in the bargaining unit shall be increased by ninety percent (90%) of the CPI-W (September to September) for All U.S. Cities. In no event shall such increase be less than a minimum of two percent (2%) nor greater than a maximum of six percent (6%).

Section 8.5. In the event the "Consumer Price Index" becomes unavailable for purposes of computing the aforementioned percentage increase, the parties agree to promptly undertake negotiations solely with respect to agreeing upon a substitute formula for determining a comparable cost of living adjustment.

Section 8.6. Work Outside of Classification: When an employee is assigned in writing by the County to assume the duties and accept the responsibilities of a higher paid classification for not less than five (5) working days, he/she shall be paid at the first pay step of the higher classification, or at the step which represents an increase of two steps above the employee's current base rate of pay (approximately five percent), whichever is greater, for all continuous time so worked retroactive to the first day of the continuous assignment, but not to exceed the top step of the salary range. Employees will continue to accrue seniority in the regular classification for purposes of application to Article 17 of this Agreement.

1 **Section 8.7.** Upon successful completion of a probationary period, employees who were
2 placed at the first step of the salary range upon appointment shall advance to the next higher step of
3 the range. Employees who were placed on Step 2 or higher may at the discretion of management
4 advance to the next higher step, not to exceed the top step.

5 **Section 8.8.** On January 1 of each year, non-probationary regular employees with
6 satisfactory job performance, who are not at the top step, shall advance to the next higher step of the
7 salary range. Term-limited temporary employees with at least six months satisfactory service may be
8 advanced to the next higher step on January 1 at the discretion of management.

9 **Section 8.9.** If the County intends to revise class specifications or create new class
10 specifications for work performed by employees covered by this Agreement, the County will notify
11 the union and provide an opportunity to negotiate the effects of such changes.

12 **Section 8.10.** Employees may submit a Position Description Questionnaire (PDQ) and
13 request a review of their position allocation, if the position was reviewed not less than twelve months
14 prior to the date the employee submits the PDQ.

ARTICLE 9: HOLIDAYS

Section 9.1. Employees covered by this Labor Agreement shall be eligible for holidays with pay as provided by King County Code 3.12.230. Should King County Code be revised, the Union shall be advised of such revision and if after bargaining regarding the revision, the Union wishes to adopt such revision, it shall become part of the Labor Agreement. The King County Code provides as follows:

a) Regular, probationary, provisional and term-limited temporary employees shall be granted the following holidays with pay:

New Year's Day	January 1st
Martin Luther King Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Veteran's Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	
Christmas Day	December 25th
Two (2) Personal Holidays	

and any special or limited holidays as declared by the president or governor, and as approved by the Metropolitan King County Council.

Section 9.2. For holidays falling on a Saturday, the Friday before shall be a paid holiday.
For holidays falling on a Sunday, the Monday following shall be a paid holiday.

Section 9.3. Personal holidays shall be administered through the vacation plan. One (1) day shall be available for use on the first of October and one (1) on the first day of November each year.

Section 9.4. In addition to the aforementioned holiday benefits provided in King County

1 Code 3.12.230, this Labor Agreement shall provide for the following:

2 a) Holidays paid for but not worked shall be recognized as time worked for overtime-
3 eligible employees for the purpose of determining weekly overtime.

4 b) An employee must be in a pay status, either the employee's scheduled work day
5 before, or employee's scheduled working day after a holiday in order to receive holiday pay. An
6 employee leaving County employment the day prior to the holiday shall not receive holiday pay.

7 c) Employees who are required to work on a holiday shall be paid at the overtime rate
8 in addition to the regular holiday pay.

ARTICLE 10: VACATIONS

Section 10.1. Employees covered by this Labor Agreement shall be eligible for vacations with pay as provided by King County Code 3.12.190. Should King County Code be revised, the Union shall be advised of such revision and if after bargaining regarding the revision, the Union wishes to adopt such revision, it shall become part of the Labor Agreement. The King County Code provides as follows:

a) Regular, probationary, provisional and term-limited temporary employees shall accrue vacation leave for each hour in regular pay status exclusive of overtime as described in the following table:

Full Years of Service		Maximum Total Days
Upon hire through end of Year	5	12
Upon beginning of Year	6	15
Upon beginning of Year	9	16
Upon beginning of Year	11	20
Upon beginning of Year	17	21
Upon beginning of Year	18	22
Upon beginning of Year	19	23
Upon beginning of Year	20	24
Upon beginning of Year	21	25
Upon beginning of Year	22	26
Upon beginning of Year	23	27
Upon beginning of Year	24	28
Upon beginning of Year	25	29
Upon beginning of Year	26 and beyond	30

b) Employees eligible for leave shall accrue vacation leave from their date of hire in a leave eligible position.

1 c) Employees eligible for leave shall not be eligible to take or be paid for vacation
2 leave until they have successfully completed their first six (6) months of County service in a leave
3 eligible position, and if they leave County employment prior to successfully completing their first six
4 (6) months of County service, shall forfeit and not be paid for accrued vacation leave. The terms of
5 this provision do not apply to employees taking accrued leave for a qualifying event under the
6 Washington Family Care Act.

7 d) Employees eligible for leave shall be paid for accrued vacation leave to their date
8 of separation up to the maximum accrual amount if they have successfully completed their first six
9 months of County service. Payment shall be the accrued vacation leave multiplied by the employee's
10 regular base rate of pay in effect upon the date of leaving County employment less mandatory
11 withholdings.

12 e) Employees eligible for leave shall not use or be paid for vacation leave until it has
13 accrued and such use or payment is consistent with the provisions of this Article.

14 f) No employee eligible for leave shall work for compensation for the County in any
15 capacity during the time that the employee is on vacation leave.

16 g) In cases of separation from County employment by death of an employee with
17 accrued vacation leave and who has successfully completed his/her first six (6) months of County
18 service in a leave eligible position, payment of unused vacation leave up to the maximum accrual
19 amount shall be made to the employee's estate, or, in applicable cases, as provided for by state law,
20 RCW Title 11.

21 h) If an employee resigns from a full-time regular or part-time regular position or is
22 laid off and subsequently returns to County employment within two years from such resignation or
23 layoff, as applicable, the employee's prior County service shall be counted in determining the
24 vacation leave accrual rate under Section 10.1.a.

25 **Section 10.2.** In addition to the aforementioned vacation benefits provided in King County
26 Code 3.12.190, this Labor Agreement shall provide for the following:

27 a) Overtime eligible employees may use vacation leave in one-quarter (1/4) hour
28 increments, at the discretion of the manager.

1 b) Employees eligible for leave may accrue up to sixty (60) days (480 hours) vacation
2 pro rated to reflect their normally scheduled work day. Leave eligible employees shall continue to
3 accrue vacation in excess of the maximum during the calendar year in which they reach the
4 maximum; however, they must use vacation leave beyond the maximum on or before December 31 of
5 each year. Employees shall forfeit the excess accrual on December 31 of each year, unless the
6 employee has received approval in accordance with County policies and procedures to carry over
7 excess vacation accrual into the following year. Employees who leave King County employment for
8 any reason after at least six (6) months of service will be paid for their unused vacation up to the
9 maximum specified herein.

10 c) The Manager shall be responsible for establishing a vacation schedule that
11 maximizes employee vacation opportunities while achieving the efficient functioning of the unit.
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1 **ARTICLE 11: SICK LEAVE**

2 **Section 11.1.** Employees covered by this Agreement shall be eligible for sick leave benefits
3 as provided by King County Code 3.12.220. Should King County Code be revised, the Union shall
4 be advised of such revision and if after bargaining regarding the revision, the Union wishes to adopt
5 such revision, it shall become part of the Labor Agreement. The King County Code provides as
6 follows:

7 **Section 11.2.** Regular, provisional, probationary and term-limited temporary employees shall
8 accrue sick leave benefits at the rate of 0.04616 hours for each hour in regular pay status excluding
9 overtime up to a maximum of eight (8) hours per month. Sick leave shall not begin to accrue until
10 the first of the month following the month in which the employee commenced employment. The
11 employee is not entitled to sick leave if not previously earned. If the County adopts a payroll system
12 that allows sick leave accruals to begin the first day of employment, such change shall become
13 effective immediately.

14 **Section 11.3.** During the first six (6) months of service in a leave eligible position,
15 employees eligible to accrue vacation leave may, at the manager's discretion, use any accrued days of
16 vacation leave as an extension of sick leave. If an employee does not work a full six (6) months in a
17 leave eligible position, any vacation leave used for sick leave must be reimbursed to the County upon
18 termination. The terms of this provision do not apply to employees taking accrued leave for a
19 qualifying event under the Washington Family Care Act.

20 **Section 11.4.** There shall be no limit to the hours of sick leave benefits accrued by an eligible
21 employee.

22 **Section 11.5.** Separation from or termination of County employment except by reason of
23 retirement or layoff due to lack of work, funds, efficiency reasons or separation for non disciplinary
24 medical reasons, shall cancel all sick leave accrued to the employee as of the date of separation or
25 termination. Should the employee resign, be separated for non-disciplinary medical reasons or be
26 laid off and return to County employment within two years, accrued sick leave shall be restored;
27 provided, that such restoration shall not apply where the former employment was in a term-limited
28 position.

1 **Section 11.6.** Employees eligible to accrue leave and who have successfully completed at
2 least five years of County service and who retire as a result of length of service or who terminate by
3 reason of death shall be paid, or their estates paid for as provided for by RCW Title 11, as applicable,
4 an amount equal to thirty-five percent (35%) of their unused, accumulated sick leave multiplied by
5 the employee's rate of pay in effect upon the date of leaving County employment less mandatory
6 withholdings.

7 **Section 11.7.** An employee must use all of his or her sick leave before taking unpaid leave
8 for his or her own health reasons. If the injury is compensable under the County's workers
9 compensation program, then the employee has the option to augment or not augment time loss
10 payments with the use of accrued sick leave. For a leave for family reasons, the employee shall
11 choose at the start of the leave whether the particular leave would be paid or unpaid; but when an
12 employee chooses to take paid leave for family reasons, he or she may set aside a reserve of up to
13 eighty (80) hours of accrued sick leave. An employee who has exhausted all of his or her sick leave
14 may use accrued vacation leave before going on leave of absence without pay, if approved by his or
15 her appointing authority.

16 **Section 11.8.** Accrued sick leave shall be used for the following reasons:

17 a) The employee's bona fide illness; provided, that an employee who suffers an
18 occupational illness may not simultaneously collect sick leave and worker's compensation payments
19 in a total amount greater than the net regular pay of the employee;

20 b) The employee's incapacitating injury, provided that:

21 An employee injured on the job may not simultaneously collect sick leave and
22 worker's compensation payments in a total amount greater than the net regular pay of the employee;
23 though an employee who chooses not to augment his or her worker's compensation time loss pay
24 through the use of sick leave shall be deemed on unpaid leave status;

25 c) An employee who chooses not to augment worker's compensation payments with
26 the use of accrued sick leave shall notify the worker's compensation office in writing at the
27 beginning of the leave;

28 d) Exposure to contagious diseases and resulting quarantine.

1 e) A female employee's temporary disability caused by or contributed to by
2 pregnancy and childbirth.

3 f) The employee's medical, ocular or dental appointments, provided that the
4 employee's supervisor has approved the scheduling of sick leave for such appointments.

5 g) To care for the employees child if the child has an illness or health condition which
6 requires treatment or supervision from the employee;

7 h) An employee may not collect sick leave for physical incapacity due to any injury
8 or occupational illness which is directly traceable to employment other than with the County.

9 i) To care for other family members, if:

10 1. the employee has been employed by the County for twelve months or more
11 and has worked a minimum of one thousand forty hours in the preceding twelve months;

12 2. the family member is the employee's spouse or domestic partner, the
13 employee's child, a child of the employee's spouse or domestic partner, the parent of the employee,
14 employee's spouse or domestic partner or an individual who stands or stood in loco parentis to the
15 employee, the employee's spouse or domestic partner; and

16 3. the reason for the leave is one of the following:

17 A. the birth of a son or daughter and care of the newborn child, or
18 placement with the employee of a son or daughter for adoption or foster care, if the leave is taken
19 within twelve months of the birth, adoption or placement;

20 B. the care of the employee's child or child of the employee's spouse
21 or domestic partner whose illness or health condition requires treatment or supervision by the
22 employee; or

23 C. Care of a family member who suffers from a serious health
24 condition.

25 D. In addition to the foregoing, employees shall be entitled to use
26 accrued paid leave for family care as provided by State law.

27 **Section 11.9.** An employee may take a total of up to eighteen weeks unpaid leave for his or
28 her own serious health condition, and for family reasons as provided in Sections 11.8.g and 11.8.i

combined, within a twelve month period. The leave may be continuous, which is consecutive days or weeks, or intermittent, which is taken in whole or partial days as needed. Intermittent leave is subject to the following conditions:

a) When leave is taken after the birth or placement of a child for adoption or foster care, an employee may take leave intermittently or on a reduced leave schedule only if authorized by the employee's appointing authority.

b) An employee make take leave intermittently or on a reduced schedule when medically necessary due to a serious health condition of the employee or family member of the employee; and

c) If an employee requests intermittent leave or leave on a reduced leave schedule under Section b) above, that is foreseeable based on planned medical treatment, the appointing authority may require the employee to transfer temporarily to an available alternative position for which the employee is qualified and that has equivalent pay and benefits and that better accommodates recurring periods of leave than the regular position of the employee.

Section 11.10. Use of donated leave shall run concurrently with the eighteen work week family medical leave entitlement.

Section 11.11. The County shall continue its contribution toward health care during any unpaid leave taken under Section 11.9.

Section 11.12. An employee who returns from unpaid family or medical leave within the time provided in this Article is entitled, subject to bona fide layoff provisions, to:

a) the same position he or she held when the leave commenced; or

b) a position with equivalent status, benefits, pay and other terms and conditions of employment; and

c) the same seniority accrued before the date on which the leave commenced.

Section 11.13. Failure to return to work by the expiration date of the leave of absence may be cause for removal and result in termination of the employee from County service.

Section 11.14. In addition to the aforementioned sick leave benefits provided in King County Code 3.12.220, this Agreement shall provide for the following:

1 a) Division management is responsible for the proper administration of the sick leave
2 benefit.

3 b) Overtime eligible employees may use sick leave in one-quarter (1/4) hour
4 increments, at the discretion of the manager/designee.

ARTICLE 12: OTHER LEAVES

Section 12.1. Employees covered by this Agreement shall be eligible for the following paid leave benefits as provided for in King County Code 3.12.215, 3.12.223, 3.12.225, 3.12.240, 3.12.260. Should King County Code be revised, the Union shall be advised of such revision and if after bargaining regarding the revision, the Union wishes to adopt such revision, it shall become part of this Labor Agreement.

Section 12.2. Bereavement Leave (KCC 3.12.210):

a) Employees covered by this Agreement who are eligible for paid leaves shall be entitled to three (3) working days of bereavement leave per each occurrence of a death of a member of the employee's immediate family.

b) Employees eligible for leaves who have exhausted their bereavement leave, shall be entitled to use sick leave in the amount of three (3) days for each instance of death when death occurs to a member of the employee's immediate family.

c) In cases of family death where no sick leave benefit exists, the employee may be granted leave without pay.

d) In the application of any of the foregoing provisions, when a holiday or regular day off falls within the prescribed period of absence, it shall not be charged against the employee's sick leave account nor bereavement leave credit.

e) Immediate family means, spouse, domestic partner, grandparent, parent, child, sibling, child-in-law, parent-in-law, grandchild of the employee, employee's spouse or employee's domestic partner, and any person whose financial or physical care the employee is principally responsible.

Section 12.3. Organ Donor Leave (KCC 3.12.215):

Section 12.3.1. The appointing authority shall allow employees eligible for family leave, sick leave, vacation leave or leave of absence without pay who are voluntarily participating as donors in life-giving or life-saving procedures such as, but not limited to, bone marrow transplants, kidney transplants, or blood transfusions to take five days paid leave without having such leave charged to family leave, sick leave, vacation leave or leave of absence without pay; provided that the employee

1 shall:

2 a) Give the appointing authority reasonable advance notice of the need to take
3 time off from work for the donation of bone marrow, a kidney, or other organs or tissue where there
4 is a reasonable expectation that the employee's failure to donate may result in serious illness, injury,
5 pain or the eventual death of the identified recipient.

6 b) Provide written proof from an accredited medical institution, organization
7 or individual as to the need for the employee to donate bone marrow, a kidney, or other organs or
8 tissue or to participate in any other medical procedure where the participation of the donor is unique
9 or critical to a successful outcome.

10 **Section 12.3.2.** Time off from work for the purposes set out above in excess of five (5)
11 working days shall be subject to existing leave policies contracted in this Agreement.

12 **Section 12.4. Donation of Leaves (KCC 3.12.223):**

13 **Section 12.4.1. Vacation leave hours.**

14 a) Any employee eligible for leave benefits may donate a portion of his or her
15 accrued vacation leave to another employee eligible for leave benefits. Such donation will occur
16 upon written request to and approval of the donating and receiving employees' department
17 director(s), except that requests for vacation donation made for the purposes of supplementing the
18 sick leave benefits of the receiving employee shall not be denied unless approval would result in a
19 departmental hardship for the receiving department.

20 b) The number of hours donated shall not exceed the donor's accrued vacation credit
21 as of the date of the request. No donation of vacation hours shall be permitted where it would cause
22 the employee receiving the transfer to exceed his or her maximum vacation accrual.

23 c) Donated vacation leave hours must be used within ninety calendar days following
24 the date of donation. Donated hours not used within ninety days or due to the death of the receiving
25 employee shall revert to the donor. Donated vacation leave hours shall be excluded from vacation
26 leave payoff provisions contained in Article 5. For purposes of this section, the first hours used by an
27 employee shall be accrued vacation leave hours.

28 **Section 12.4.2. Sick leave hours.**

1 a) Any employee eligible for leave benefits may donate a portion of his or her
2 accrued sick leave to another employee eligible for leave benefits upon written notice to the donating
3 and receiving employees' department director(s).

4 b) No donation shall be permitted unless the donating employee's sick leave accrual
5 balance immediately subsequent to the donation is one hundred hours or more. No employee may
6 donate more than twenty-five hours of his or her accrued sick leave in a calendar year.

7 c) Donated sick leave hours must be used within ninety calendar days. Donated hours
8 not used within ninety days or due to the death of the receiving employee shall revert to the donor.
9 Donated sick leave hours shall be excluded from the sick leave payoff provisions contained in Article
10 6, and sick leave restoration provisions contained in Article 6. For purposes of this section, the first
11 hours used by an employee shall be accrued sick leave hours.

12 **Section 12.4.3.** All donations of vacation and sick leave made under this section are strictly
13 voluntary. Employees are prohibited from soliciting, offering or receiving monetary or any other
14 compensation or benefits in exchange for donating vacation or sick leave hours.

15 **Section 12.4.4.** All vacation and sick leave hours donated shall be converted to a dollar value
16 based on the donor's straight time hourly rate at the time of donation. Such dollar value will then be
17 divided by the receiving employee's hourly rate to determine the actual number of hours received.
18 Unused donated vacation and sick leave shall be reconverted based on the donor's straight time
19 hourly rate at the time of reversion.

20 **Section 12.5. Leave for School Volunteer Service (KCC 3.12.225):** The division manager
21 shall allow the use of up to three days of sick leave each year to allow employees to perform
22 volunteer services at the school attended by the employee's child, the employee's grandchild, the
23 child of the employee's domestic partner, or child that resides in the employee's home. Employees
24 requesting to use sick leave for this purpose shall submit such request in writing specifying the name
25 of the school and the nature of the volunteer services to be performed.

26 **Section 12.6. Jury Duty (KCC 3.12.240):** Any employee eligible for leave benefits who is
27 ordered on a jury shall be entitled to his or her regular County pay; provided, that fees for such jury
28 duty are deposited, exclusive of mileage, with the Finance and Business Operations Division of the

1 Department of Executive Services. Employees shall report back to their work supervisor when
2 dismissed from jury service.

3 **Section 12.7. Military Leave (KCC 3.12.260):** A leave of absence for active military duty
4 or active military training duty shall be granted to eligible employees in accordance with applicable
5 provisions of state and/or federal law; provided, that a request for such leave shall be submitted to the
6 appointing authority in writing by the employee and accompanied by a validated copy of military
7 orders ordering such active duty or active training duty.

8 **Section 12.8. Unpaid Leaves of Absence:**

9 **a) *Short-Term Leaves of Absence.*** A leave of absence without pay for a period not
10 exceeding sixty (60) consecutive days may be granted by the applicable Division Manager.

11 **b) *Long-Term Leaves of Absence.*** The Director of the Human Resources Division
12 may grant a request for a leave of absence for a period longer than sixty (60) days with the favorable
13 recommendation of the applicable Department Director. Long-Term leaves may be conditional or
14 unconditional, with any conditions set forth in writing at the time that the leave is approved.

15 **c)** Leaves specified in a) and b) above shall not be unduly denied.
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ARTICLE 13: INSURANCE BENEFITS

Section 13.1. King County presently participates in group medical, dental, vision, life, AD&D and LTD insurance programs for eligible regular, probationary, provisional and term-limited temporary employees and their eligible dependents. The County agrees to maintain the level of benefits as currently provided by these plans and pay premiums as currently practiced, during the life of this Agreement unless modified by the Joint Labor Management Insurance Committee.

Section 13.2. The County participates in a Joint Labor Management Insurance Committee comprised of representatives from the County and its labor unions. The function of the Committee shall be to review, study and make recommendations relative to existing medical, dental and life insurance programs.

Section 13.3. The Union and County agree to incorporate changes to employee insurance benefits which the County may implement as a result of the agreement of the Joint Labor Management Insurance Committee referenced above.

ARTICLE 14: UNION REPRESENTATIVES

Section 14.1. The County agrees that during working hours, on the County's premises, duly authorized employee representatives of the Union shall be allowed to post and distribute Union notices, which shall be restricted to designated areas; attend authorized negotiation or Joint Labor Management Committee meetings with the County (up to three members of the Local); transmit communications authorized by the Local Union President to the appropriate County official; and participate in the orientation of new bargaining unit employees to present a packet of Union information.

Section 14.2. The Staff Representative of the Union, the Local President of the Union, or their designated representatives, may, after notifying the manager or supervisor at the work location, visit the work location of employees covered by this Agreement at any reasonable time for the purpose of administering this Agreement, provided there is no disruption of County business. Such representative shall limit his/her activities during such visits to matters relating to this Agreement.

Section 14.3. The Union may select Shop Stewards. Immediately after appointment of its Shop Steward(s), the Union shall furnish the County with a list of those employees who have been designated as Shop Stewards, and failure to do so will result in non-recognition by the County of the appointed Shop Stewards. Such list shall also be updated as needed. Stewards shall be regular employees covered by this Agreement and shall perform their regular duties but shall also function as the Union's representatives on the job solely to inform the Union of any alleged violations of this Agreement and process grievances relating thereto. Stewards shall be allowed reasonable time at the discretion of the County to process contract grievances through Step 2 during regular working hours.

Section 14.4. Shop Stewards and other Union Officers shall not be discriminated against for performance of their prescribed Union duties.

Section 14.5. The County and Union recognize it is in their mutual interest that issues which arise concerning administration of the labor agreement should be resolved as expeditiously as possible and that either party will occasionally meet with representatives of the other party for the purpose of resolving those issues. Such meetings will be held only with mutual consent of the County and the Union. Subject to the approval of and arrangements made with his/her respective

1 supervisor, the Local Union President shall be allowed to perform such duties on paid time. Both the
2 County and Union will use reasonable judgment on the application of this section.

3 **Section 14.6.** The Union shall be allowed two (2) days (16 hours) per year total paid leave
4 for Union-designated members to attend Union training and/or Union events. All requests for paid
5 time off for Union training and/or Union events must be approved in advance by the Division
6 Manager and/or his designee. Paid time off will be permitted if it does not unduly disrupt the
7 operations of the County.

8 **Section 14.7.** The Union shall be allowed use of bulletin board space to post Union notices.
9 Only recognized Union officers, Stewards, or Union staff will be entitled to post Union materials,
10 and only materials originating from the Union office and bearing the Union logo, or signed by a staff
11 member or officer of the Union, may be posted on the Union bulletin board space. No materials of a
12 discriminatory or political nature, or notices that would be offensive to a reasonable person, will be
13 posted.

14 **Section 14.7.1.** Union staff members shall be allowed to post electronic mail notices on the
15 Employer's system if the notices meet the same requirements, provided they comply with King
16 County policies governing electronic mail and internet use. The parties understand and agree that
17 there is no guarantee of privacy of electronic mail messages. In no circumstances shall use of the
18 County's equipment interfere with normal operations and/or service to the public.

19 **Section 14.7.2.** Union officers and stewards may make limited use of the County telephones,
20 FAX machines, copiers, and similar equipment, for purposes of contract administration. In addition,
21 officers, stewards and Union staff may use the County's electronic mail system for communications
22 related to contract administration, provided they comply with King County policies governing
23 electronic mail and internet use. In no circumstances shall use of the Employer's equipment interfere
24 with normal operations and/or service to the public.

ARTICLE 15: HOURS OF WORK

Section 15.1. Eight (8) hours within nine (9) consecutive hours shall constitute a regular work day and five (5) days (Monday through Friday) shall constitute a regular work week of forty (40) hours.

Section 15.2. The Division shall establish work schedules to meet business needs. Employees shall be provided forty-eight (48) hours' notice of any change to their work schedules.

Section 15.3 An employee desiring to work an alternative schedule (e.g. four-day workweek, split shift, flextime, etc.) shall submit a written request to the County. Such requests shall be considered in light of the needs of the Division, which shall be determined by the Division Director. The circumstances of the employee requesting the alternative work schedule will be considered to the extent possible.

Section 15.4. The lunch period shall be a minimum of thirty (30) minutes and a maximum of sixty (60) minutes, unless otherwise approved by a Program Manager. Said lunch period should be taken between the fourth and sixth hour of the work day unless employee's work responsibilities as established by the County require that the employee take his/her lunch period before or after said time period. An employee may not reduce his/her regular work day because he/she voluntarily did not take a lunch period.

Section 15.5. Employees covered by this Agreement shall be provided two (2) rest periods without loss of pay during their regular work day, not to exceed fifteen (15) minutes each. At times determined by the County to meet operational requirements, one rest period should be taken during the first half of the employee's regular work day and the second rest period shall be taken during the second half of the employee's regular work day. Such rest periods shall not be used to extend the lunch period or modify the beginning or ending of the employee's regular work day.

Section 15.6. The County may require an employee to perform work in excess of forty (40) hours per week. Such work shall be considered overtime. The County agrees to pay overtime compensation in accordance with the Federal Fair Labor Standards Act (FLSA) for "non-exempt" employees (as defined by the Federal Fair Labor Standards Act).

Section 15.6.1. Employees who work overtime may request compensatory time off in lieu of

overtime, with the approval of the Program Manager.

Section 15.6.2. Assignment of overtime work shall be with the approval of the Program Manager and shall be distributed among eligible employees in a fair and equitable manner.

Section 15.7. Employees who are required to travel to various work locations shall be compensated for all such travel time during work hours, or outside work hours to the extent travel time exceeds the normal home to work commute.

Section 15.8. Telecommuting. In the interest of attracting and retaining a diverse and talented workforce, reducing costs, and meeting policies and regulations such as the Commute Trip Reduction law, the County and the Union agree that the County's Telecommuting Policy, and any modifications thereto, shall apply to employees covered under this Agreement.

1 **ARTICLE 16: GENERAL CONDITIONS**

2 **Section 16.1.** The County strives to provide a stimulating work environment, opportunities
3 for personal growth and job satisfaction for each of its employees. The County recognizes that its
4 employees are its most valuable resource. The County recognizes the training function to be
5 important to the development of the technical, administrative, and professional skills of employees.
6 The primary objective of the County shall be to improve the ability of an employee to provide
7 services to its constituents.

8 **Section 16.2.** Employees are encouraged to take advantage of training that may benefit them
9 in their progress with the agency. Training can be provided through several means, including but not
10 limited to, participation in conferences, workshops, institutes, seminars, and direct enrollment in
11 courses and classes offered by bona fide educational institutions or training agencies. The County
12 reserves the right to determine training plans, types of training and training sites.

13 **Section 16.3.** If employees are required to use new, improved or automated methods of
14 equipment or job duties are changed requiring additional or new skills, affected employees will
15 receive training at no expense to the employee to enable them to perform their job.

16 **Section 16.4.** The County agrees to provide the Union with information about performance
17 evaluation forms and procedures. An employee who disputes his/her performance evaluation may
18 submit an appeal as provided in the King County Personnel Guidelines.

19 **Section 16.5.** Employees who have been authorized to use their personal vehicles on County
20 business shall be reimbursed at the rate established by County ordinance.

21 **Section 16.6.** The County agrees to comply with all applicable Federal, State, and local laws
22 and regulations regarding health and safety. Employees will not be disciplined for reporting unsafe
23 conditions. No employee shall be required to use equipment, which is not in a safe condition, or to
24 work in an unsafe environment.

25 **Section 16.7.** The County agrees to maintain the current bus pass benefit for eligible
26 employees for the life of the Agreement.

27 **Section 16.8.** Regular, career service employees may be disciplined or discharged only for
28 just cause.

Section 16.9. An employee may request, after a minimum of two years, to have records of written reprimands removed from the employee's personnel file. The County will consider the request if no related violations have occurred since the reprimand was issued. The employee has the right to have placed in his/her personnel file rebuttals to any written communications from County managers or supervisors. Employees may request to have included in the personnel file any written documentation that reflects favorably on the employee's conduct or work quality. Nothing in this section shall prevent the County and the Union from reaching a mutually acceptable agreement regarding the removal or revision of personnel records as the result of a grievance settlement.

ARTICLE 17: APPOINTMENTS AND PROBATION

Section 17.1. Probationary Period. New, recalled, and reinstated career service employees shall serve a probationary period from the date of their appointment. During this period, the employee is evaluated as part of the final selection process; appointment to a career service position is not considered final unless the employee successfully completes a probationary period. Career service employees who are promoted, transferred, or demoted serve a probationary period from the date of their change in status.

Section 17.2. Return and recall rights during probation. If a regular career service employee enters a probationary period as a result of a promotion or transfer to another County position, and does not successfully complete probation, the employee shall be entitled to return to the former position if it is vacant and available, or to a vacant and available position in the bargaining unit in the same classification. If no such position is available, the employee shall be entitled to recall as provided in Article 18, Section 18.5.

Section 17.3. Reclassification and probation. If an employee's change of status is due to a reclassification, and if the reclassification results in the employee being promoted to a higher classification, then the appointing authority may allow the time spent performing work of the higher classification to satisfy the probationary requirement on a month-for-month basis.

Section 17.4. Temporary service and probation. If a temporary or term-limited temporary employee is appointed to a career service position in the same classification as the temporary appointment, the appointing authority may count all time served in the temporary appointment toward satisfying the probationary period requirement.

Section 17.5. Duration of probation. The probationary period will be not less than six months, but not more than twelve months of actual service. A probationary period may be extended provided written notice is given to the employee and to the Union before the employee completes the six-month probationary period.

Section 17.6. Job Posting and Applications. The parties mutually agree on the desirability of providing opportunities for current employees to seek promotions and other career opportunities within the County. The County will ensure that employees covered by the Agreement receive notice

1 of all career service positions that are available within the bargaining unit. All qualified bargaining
2 unit members who complete the application process and are qualified, will be considered as
3 candidates for career service job openings within the bargaining unit. If the qualifications of a
4 regular career service bargaining unit candidate are equal with the qualifications of another
5 candidate, the regular bargaining unit employee shall receive preference for appointment.

6 **Section 17.6.1.** A timely notice will be provided by e-mail to all members when the County
7 recruits to fill a regular, career service position in the bargaining unit. A minimum of five days will
8 be allowed for employees to submit applications. The hiring official will interview all bargaining
9 unit applicants who meet the posted qualifications for the position.

ARTICLE 18: LAYOFF, REDUCTION IN FORCE

Section 18.1. The County may reduce its work force by the elimination of positions, due to lack of work, lack of funds, or reorganization for efficiency.

Section 18.1.1. In the event of a proposed reduction in force, the County will notify the Union in writing as soon as possible of the pending layoffs of regular employees. The County and the Union shall meet to discuss the reasons for layoffs, the time frame for the layoffs, and the extent of other impacts on the workforce. The County and the Union agree that alternatives to layoffs will be explored prior to invoking layoff procedures beginning under Section 18.3.

Section 18.2. Seniority. Seniority for layoff purposes shall be defined as the total unbroken service in a regular, career service position (or positions) covered by this Agreement. Seniority accrued with the Private Industry Council is carried forward for those employees who became regular career service employees of King County on July 1, 2000. Those employed by King County after July 1, 2000 will accrue seniority from date of hire.

Section 18.2.1. A break in service is a voluntary quit, retirement or termination for just cause. Authorized paid and unpaid leaves of absence are not breaks in service; however, seniority will not continue to accrue after an unpaid leave exceeds thirty (30) consecutive days.

Section 18.2.2. Employees who are laid off may retain accrued seniority when they return to employment within two years of layoff.

Section 18.2.3. Employees with the least amount of seniority shall be the first laid off; however, in the event of two employees having the same seniority, ability and skill shall be the determining factor on retention; provided, however, the County may layoff employees out of seniority order in order to maintain specific skills or expertise, which shall be documented.

Section 18.3. Layoff Process. The County agrees to notify the affected employee(s) and the Union at least thirty (30) days in advance, in writing, of any anticipated layoff.

Section 18.3.1. In any layoff, the County shall designate by job classification the position(s) to be eliminated. Prior to any layoff of a bargaining unit employee, the County will attempt to place said employee into any vacant position for which the employee is qualified.

Section 18.3.2. The least senior employee(s) in the affected classification(s) will be laid off.

1 A laid off employee may displace (bump) the least senior employee in a bargaining unit job
2 classification with a lower salary range, provided the laid off employee is qualified to perform the
3 duties of the position, and has more seniority than the least senior employee in the lower
4 classification.

5 **Section 18.3.3.** A laid-off regular employee may displace (bump) a term-limited temporary
6 employee, provided the employee is qualified to perform the duties of the term-limited position. The
7 bumping of a regular employee into a term-limited position shall not convert such position to a
8 regular, career service position; however, at the conclusion of the term-limited appointment, such
9 regular employee shall be entitled to all benefits of any other regular employee subject to layoff, as
10 provided in this Agreement and the Personnel Guidelines. Time in the term-limited position shall be
11 added to the employee's seniority.

12 **Section 18.3.4.** An employee who wishes to exercise the bumping options as provided above
13 must so notify his/her supervisor within seven (7) calendar days of being notified of the layoff.

14 **Section 18.4. Layoff Order.** Prior to any layoff, all employees other than regular employees
15 in the affected job classification shall be removed from the payroll. In a given job classification
16 within the Department, the following shall be the order of layoff:

- 17 1. Temporary employees;
- 18 2. Term-limited temporary employees;
- 19 3. Probationary employees;
- 20 4. Regular employees in order of seniority as set forth in Section 1 of this Article.

21 **Section 18.5. Recall from Layoff.** A regular employee who is laid off will be placed on a
22 recall list for the employee's job classification, for two years from the effective date of the layoff.
23 Employees will be recalled from layoff in seniority order, the most senior to be recalled first. Vacant
24 bargaining unit positions must be offered to eligible employees on the recall list for the appropriate
25 classification, when the Department intends to fill the position. No new employees will be hired for a
26 bargaining unit position until all qualified employees who were laid off, transferred, demoted, or
27 bumped to a lower classification have been offered employment in the position.

28 **Section 18.5.1.** A laid off employee may be re-employed in other classifications for which

1 the employee is qualified, or a lower classification in the same series.

2 **Section 18.5.2.** It is the employee's responsibility to notify the Department of any change of
3 address during the time the employee remains on the recall list. Refusal of an appointment to a
4 regular, career service position in the classification from which the employee was laid off may be
5 grounds for removal from the recall list.

6 **Section 18.5.3.** Regular employees recalled to their previous classification within two years
7 from the time of layoff will have their seniority restored.

ARTICLE 19: ENTIRE AGREEMENT

Section 19.1. The Agreement expressed herein in writing constitutes the entire Agreement between the parties and no oral statements shall add to or supersede any of its provisions.

Section 19.2. The parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right are set forth in this Agreement. Therefore, except as otherwise provided in this Agreement, each voluntarily and unqualifiedly agrees to waive the right to oblige the other party to bargain with respect to any subject or matter whether or not specifically referred to or covered in this Agreement.

ARTICLE 20: SUBORDINATION OF AGREEMENT

Section 20.1. It is understood that the parties hereto and the employees of the County are governed by the provisions of applicable federal law and state law. When any provisions thereof are in conflict with the provisions of this Agreement, the provisions of said federal law or state law are paramount and shall prevail.

ARTICLE 21: SAVINGS CLAUSE

Section 21.1. If an article of this Agreement or any addenda thereto should be held invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any article should be restrained by such tribunal, the remainder of this Agreement and addenda shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article.

ARTICLE 22: DURATION OF AGREEMENT

Section 22.1. This Agreement shall become effective when approved by the parties and upon the conclusion of the approval process by King County Council. It will cover the period January 1, 2007 through December 31, 2009.

Written notice of intent to modify or terminate this Agreement must be served by the requesting party upon the other party at least ninety (90) but not more than one hundred twenty (120) days prior to the ending date of this Agreement.

APPROVED this _____ day of _____, 2006

By _____
King County Executive

For Washington State Council of County and City
Employees, Local 1652M:

Helen Choi, President

Diana Prenguber, Staff Representative